

responsible for their own phase in and phase out costs. Each Party also will be responsible for any fees, taxes, penalties, charges, or liabilities, assessed against the vessel, by virtue of its flag or otherwise, by any governmental authority.

(e) The Parties shall agree on a long-term pro-forma schedule for the service. Such schedule may be changed from time to time as the Parties mutually agree and shall incorporate periods required for programmed maintenance and repair including periodic dry docking which shall be advised at least three (3) months in advance. The Parties are authorized to discuss and agree upon rules for remedial actions and financial consequences in cases of non-performance.

(f) The Parties are authorized to charter vessels to/from one another or jointly from third parties.

5.2 Slot Allocations and Use of Slots.

(a) The Parties shall receive a standard slot allocation on each string, as follows:

	Southbound		Northbound	
	PNW	PSW	PNW	PSW
Hamburg Sud	540	671	<u>626</u> 566	573
HLAG	360	453	<u>407</u> 378	381
Maersk Line	0	284	<u>0</u> 100	269
CMA CGM	400 ⁴	442	<u>115</u> 100	527

⁴ CMA CGM may load a maximum of 200 TEUs in Vancouver/Seattle on southbound sailings of the PNW string.